

such a benefit is too speculative and immeasurable to satisfy the amount in controversy. (Doc. 2 at 4). The parties' contract, however, requires the plaintiff to pay the defendants 2% of the gross billings on all contracts signed by the plaintiff with five companies, including Rigdon Marine. (Complaint, Exhibit A). The defendants have introduced evidence that, after August 12, 2003 the plaintiff entered one or more contracts with Rigdon Marine for the construction of vessels estimated by the plaintiff to cost over \$12 million. (Doc. 16, Perez Affidavit & Exhibit A). Thus, by prevailing in this lawsuit the plaintiff will save \$240,000 or more it would otherwise have to pay the defendants pursuant to the August 2002 contract. The plaintiff offers no challenge to the substance of this evidence or its legal effect and presents no evidence of its own.² The defendants' evidence thus plainly establishes that the value of the litigation from the plaintiff's perspective is not speculative or immeasurable and that it satisfies the amount-in-controversy requirement.

For the reasons set forth above, the plaintiff's motion to remand is **denied**.

DONE and ORDERED this 1st day of May, 2006.

s/ WILLIAM H. STEELE
UNITED STATES DISTRICT JUDGE

²The plaintiff does complain that the defendants' evidence was filed seven days after the deadline imposed by Judge Pittman for opposing the motion to remand. (Doc. 18). The defendants' motion for leave to file the evidence out of time, (Doc. 16), is **granted**, mooting the plaintiff's objection.